



**MAZAGON DOCK SHIPBUILDERS LIMITED**

(Formerly known as Mazagon Dock Ltd.)

CIN : U35100MH1934GOI002079

(A Government of India Undertaking)

Shipbuilders to the Nation

Dockyard Road, Mazagon,

Mumbai 400 010.

INDIA

**Appointment of Consultant for obtaining  
Environmental, CRZ and other Statutory  
Clearances for:**

- i) Conversion of existing Kasara Basin in  
to Dry Dock including new Workshop at  
MDL, Mumbai.**
- ii) Installation of Goliath Crane spanning  
across NY Slipway and NY Assembly  
Workshop at MDL, Mumbai.**

**VOLUME-II**

**CONDITIONS OF CONTRACT (CoC)**

**Conditions of Contract, Payment Terms and  
Delivery Schedules**

<b>Vol II - TABLE OF CONTENTS</b>		
<b>Sr No</b>	<b>PARTICULARS</b>	<b>PAGE No.</b>
1.	DELIVERY PERIOD/COMPLETION SCHEDULE	2
2.	SECURITY DEPOSIT	4
3.	TERMS OF PAYMENT	4
4.	PRICES & TAXES	5
5.	ESCALATION	7
6.	FINAL BILL AND TAKING OVER CERTIFICATE	7
7.	RISK PURCHASE	7
8.	TERMINATION	7
9.	SERVING NOTICES TO FIRM	8
10.	SERVING NOTICES TO MDL	8
11.	PROPRIETARY RIGHTS OF MDL IN REPORTS AND RECORDS	8
12.	MDL's RIGHTS	8
13.	INDEMNIFICATION & PATENT RIGHTS	8
14.	FAULTY EXECUTION OR DELAY	8
15.	WORKING ON MDL HOLIDAYS	8
16.	STATUS OF CONSULTANTS	9
17.	CONFIDENTIALITY	9
18.	DUTY OF PERSONNEL OF BIDDER	9
19.	CONTRACT AGREEMENT	9
20.	ARBITRATION	9
21.	CONSULTANT'S ACTIONS:	9
22.	CONTRACT OPERATION	10
23.	JURISDICTION	10
24.	INSURANCE	10

**1 वितरण अवधि/समापन अनुसूची /DELIVERY PERIOD/COMPLETION SCHEDULE:**

- 1.1. The entire work shall be completed within a period of **09 (Nine months)** which includes monsoon from date of placement of purchase order. The delivery schedule of Consultancy Services to be rendered is tabulated below:

<b>Sr No.</b>	<b>Description</b>	<b>Completion date</b>
<b>A. Appointment of Consultant for obtaining Environmental, CRZ and other Statutory Clearances for Conversion of existing Kasara Basin in to Dry Dock including new Workshop at MDL, Mumbai:</b>		
1	Preparation & Submission of Application to MPCB for Consent to Establish along with requisite documents including data collection, Mapping & compilation, Survey presentation etc as required for its preparation.	D + 1 month
2	Preparation & Submission of Application to MCZMA along with	D + 2 months

Sr No.	Description	Completion date
	requisite documents including data collection, Mapping & compilation, Survey presentation etc as required for its preparation.	
3	Obtaining recommendation from MCZMA including data collection, Mapping & compilation, Survey presentation etc as required for its preparation.	D + 4 months
4	Preparation & Submission Application to MoEF&CC along with requisite documents including data collection, Mapping & compilation, Survey presentation etc as required for its preparation.	D + 5 months
5	Obtaining Clearance from MoEF&CC including data collection, Mapping & compilation, Survey presentation etc as required for its preparation.	D + 7 months
6	Obtaining Consent to Establish from MPCB including data collection, Mapping & compilation, Survey presentation etc as required for its preparation.	D + 9 months
<b>B. Appointment of Consultant for obtaining Environmental, CRZ and other Statutory Clearances for Installation of Goliath Crane spanning across NY Slipway and NY Assembly Workshop at MDL, Mumbai:</b>		
1	Preparation & Submission of Application to MPCB for Consent to Establish along with requisite documents including data collection, Mapping & compilation, Survey presentation etc as required for its preparation.	D + 1 month
2	Preparation & Submission of Application to MCZMA along with requisite documents including data collection, Mapping & compilation, Survey presentation etc as required for its preparation.	D + 2 months
3	Obtaining recommendation from MCZMA including data collection, Mapping & compilation, Survey presentation etc as required for its preparation.	D + 4 months
4	Preparation & Submission Application to MoEF&CC along with requisite documents including data collection, Mapping & compilation, Survey presentation etc as required for its preparation.	D + 5 months
5	Obtaining Clearance from MoEF&CC including data collection, Mapping & compilation, Survey presentation etc as required for its preparation.	D + 7 months
6	Obtaining Consent to Establish from MPCB including data collection, Mapping & compilation, Survey presentation etc as required for its preparation.	D + 9 months

Note - : **D** = Date of placement of the Purchase Order

- 1.2. The firm will remain in force for the purpose of completion of all noncompliance (NCs) during the currency of the service until they have been completed.
- 1.3. The Firm shall prepare monitoring system by way of Bar chart so as to anticipate the critical activity and take remedial action in advance, for timely completion of work, on priority.

**2 सुरक्षा जमा राशि / SECURITY DEPOSIT:**

- 2.1. Within 25 days after placement of order, the successful bidder shall submit a Security Deposit @ 5% of the value of the contract/order (excluding taxes & duties) in form of Bank Guarantee drawn in favour of MAZAGON DOCK SHIPBUILDERS LIMITED, Mumbai from the list of Banks approved by SBI /Canara Bank published on MDL website as per **Enclosure-1**.
- 2.2. The Bank Guarantee should be valid for one more month beyond the actual completion of entire work. Either of these instruments should be drawn on reputed International / Nationalized / Scheduled Banks **excluding Co-operative Banks**, payable at Mumbai.
- 2.3. The Security Deposit can also be remitted directly through online, the following links shall be available to the contractors through MDL website: [www.mazdock.com/onlinepayment.aspx](http://www.mazdock.com/onlinepayment.aspx)  
Or One can find Online payment tab on MDL website home page as under:
- Go to [www.mazdock.com](http://www.mazdock.com)
  - Click on Online payment tab available on home page
  - 4 options viz. Career, Tender, Security, Scrap/Disposal will be available.
  - Click on the Tender tab and make the payment online using Debit Cards, Credit cards, Net banking, BHIM/UPI etc after filling the required details.
- 2.4. In case of delays in submission of the Security Deposit, MDL reserves the right to charge Interest @ SBAR+2% from the firm for such period of delays.
- 2.5. In case on non submission of Security Deposit, the invoices raised by the bidder shall be processed after withholding the amount of Security Deposit till its submission. The amount shall be released without interest on submission of Security Deposit & receipt of confirmation from bank of having issued the same. In addition, the above clause no 2.4 shall prevail in case of delay in submission of Security Deposit.

**3 भुगतान की शर्तें / TERMS OF PAYMENT:**

- 3.1. The payment terms under this contract shall be as under:
- 3.1.1. **TIME FOR PAYMENT:**  
The payment against each R.A bills/ Final bill shall be made between 15 to 20 days of its receipt in MDL along with all the necessary documents viz Joint Measurement sheets (signed by Consultant & MDL), consent on Measurement Book wherever applicable, challans, Tax invoices, Reports wherever applicable, etc.
- 3.1.2. **FINAL BILL:**  
Before submission of the Final bill, the Contractor should sign and submit a "No Claim Certificate" indicating that they do not have any further claim against MDL for the subject Purchase Order except as included in the Final bill.
- 3.1.3. **MODE OF PAYMENT:**  
The payment for work done shall be made through RTGS/NEFT/ECS as per the actual quantities of the work executed by way of running account bills per item basis (R. A. R) on monthly basis. The bills must be submitted in four copies (**1-Original + 3 copies**) along with the joint measurement taken at site with the designated representative of Technical Services department. All invoices shall be forwarded with Covering Note in Firm's Letterhead in the MDL format prescribed at **Enclosure-2**.

**3.1.4. STAGE PAYMENT:**

- i. No advance will be paid in any manner against the contract.
- ii. Stage payments will be made as a percentage of LUMP SUM Professional fee quoted by the Firm and approved by MDL on each completion of services in accordance with the following schedule:

Sr No.	Description	Payment Schedule
<b>Appointment of Consultant for obtaining Environmental, CRZ and other Statutory Clearances for:</b>		
<b>i) Conversion of existing Kasara Basin in to Dry Dock including new Workshop at MDL, Mumbai.</b>		
<b>ii) Installation of Goliath Crane spanning across NY Slipway and NY Assembly Workshop at MDL, Mumbai.</b>		
1	Preparation & Submission of Application to MPCB for Consent to Establish along with requisite documents including data collection, Mapping & compilation, Survey presentation etc as required for its preparation.	10%
2	Preparation & Submission of Application to MCZMA along with requisite documents including data collection, Mapping & compilation, Survey presentation etc as required for its preparation.	10%
3	Obtaining recommendation from MCZMA including data collection, Mapping & compilation, Survey presentation etc as required for its preparation.	20%
4	Preparation & Submission Application to MoEF&CC along with requisite documents including data collection, Mapping & compilation, Survey presentation etc as required for its preparation.	10%
5	Obtaining Clearance from MoEF&CC including data collection, Mapping & compilation, Survey presentation etc as required for its preparation.	25%
6	Obtaining Consent to Establish from MPCB including data collection, Mapping & compilation, Survey presentation etc as required for its preparation.	25%

**4 मूल्य एवं कर /PRICES & TAXES:**

4.1. The rates quoted in the Price Bid (Part II) shall also include:

- (i) All applicable taxes, duties & municipal levies, charges towards all visits arrangements of testing equipments consumable tools & tackles along with technicians, skilled/unskilled labour at site, supervision, overheads & profit and every incidental charges that the bidder may have to bear for the execution of the works till completion of work.
- (ii) **Applicable Goods & Service Tax**, which is 18% at present shall be added over & above the quoted rates.

**Price Bids will be evaluated on overall Price i.e. 4.1 (i) & (ii) above.**

4.2. Bidder(s) shall not be entitled to any increase in rate of taxes occurring during the period of extended delivery schedule, if there is delay in supply / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.

- 4.3. Taxes and other levies shall be deducted at source wherever applicable as per statutes (e. g. Income tax, Goods & Service Tax) from the bills of the Contractor.
- 4.4. As per the provision made in article 63, Schedule-I, read with section 30, of the Maharashtra Stamp Act (Bombay Act LX of 1958), Stamp duty is payable by the successful tenderer for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its executions. Hence, the successful tenderer to pay Stamp duty of ₹ 500 + 0.1% of the amount above ten lacs subject to maximum of Rs. 25.00 Lacs on the Contract Value.

**GST Compliance:**

- 4.5. In accordance to Government of India (GOI) guidelines towards implementation of GST w. e. f. 01 July 2017, bidders are informed that all deliveries post 30.06.2017 shall strictly comply to the provisions / requirement / timelines promulgated by the GOI towards GST Act. The provisional GST numbers issued by GOI is mandatorily required for all the participating bidders and same be indicated in their respective offer.
- 4.6. GST as per GST Laws shall be payable extra as quoted and agreed.
- 4.7. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- 4.8. Benefits from reduction in rate of tax/ITC are required to be passed on to consumer. Where “applicable GST” has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with ‘Anti-profiteering clause’ under GST Law. Such declaration to be given in technical bid.
- 4.9. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or SAC for services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or SAC for services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or SAC for services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
- 4.10. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier /Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
- 4.11. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of

goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.

- 4.12. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section (GRS).

If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.

## **5 वृद्धि / ESCALATION:**

- 5.1. The accepted rates/price, shall remain firm and fixed during the tenure of the contract and no escalation, whatsoever, shall be payable.

## **6 अंतिम बिल एवं प्रमाणपत्र लेने हेतु / FINAL BILL AND TAKING OVER CERTIFICATE:**

- 6.1. Within 7 days of completion of work, the firm shall apply in writing for issue of work completion certificate. Completion certificate will be issued by the MDL within one week of satisfactory completion of work. Within one month after date of issue of work completion certificate, the Firm shall submit the Final Bill. Final bill submitted after the expiry of the above said period is liable to be rejected.

## **7 जोखिम खरीद / RISK PURCHASE:**

- 7.1. If the article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Firm / Bidder at the prevailing bank rate of interest.
- 7.2. MDL shall also be at liberty to obtain the services from other agencies or from in-house resources as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess in Prices of Services rendered through other agency/ in-house recourses, over the contract price shall be recoverable from the Bidder / Firm.

## **8 समाप्ति / TERMINATION:**

- 8.1. If MDL considers that the services rendered by the firm directly or through their associates are unsatisfactory, MDL reserves the right to terminate the agreement with firm in writing at any stage by giving them 30 days notice. In case MDL decides to part with the services of the firm, the firm fees quoted by them will be restricted to the proportionate work rendered by them upto that stage.

**9 फर्म को नोटिस / SERVING NOTICES TO FIRM:**

9.1. Any notice to be given to the firm under the terms of the contract shall be served by sending the same by post or leaving the same at the firm's principal place of business (or in the event of the firm being a company, to its registered office).

**10 एम दी एल को नोटिस / SERVING NOTICES TO MDL:**

10.1. Any notice, to be given to MDL under the terms of the contract, shall be served by sending the same by post or leaving the same at MDL's address.

**11 रिपोर्ट और रिकॉर्ड में एमडीएल के मालिकाना अधिकार / PROPRIETARY RIGHTS OF MDL IN REPORTS AND RECORDS:**

11.1. All reports and relevant data such as maps, diagrams, plans, statistics and supporting records, calculations, materials compiled or prepared in the course of the services shall be confidential and shall be the absolute property of MDL. The firm shall deliver all these materials, data to MDL upon completion of the work and shall not use for any other purposes.

**12 एमडीएल का अधिकार / MDL's RIGHTS:**

12.1. MDL reserves the right to:

- i. Review Firm's recommendations for any activity and may ask to alter (addition/deletion) the same.
- ii. Offload the Firm at any point of time during the period of Contract.

**13 पहचान एवं पेटेंट अधिकार / INDEMNIFICATION & PATENT RIGHTS:**

13.1. Firm hereby indemnify, protect and defend at Firm's own expense, MDL and its employees from and against any and all direct damages and or losses and or injury arising out of any negligence and or violation by the firm in respect of drawings/ infringement of patent rights/ failure to exercise the skill and care required for performance of the assigned work by making good such damages to the property, setting right the design deficiencies, setting right the infringement of patent rights, compensating personal injury. Provided, however, ceiling on Firm's liability under this provision shall be equal to the total fees of the firm.

**14 दोषपूर्ण निष्पादन या देरी / FAULTY EXECUTION OR DELAY:**

In case of faulty proceedings or delay in submission of application to Statutory Authorities on account of oversight/slippage on the part of consultant, either in commencing the application process in time (After all the documentation work completed) or an error in application documents etc. or any other cause attributable to Consultant, the Consultants shall be liable for appropriate damages to MDL as under.

- a. Faulty Submission of application – 1.50% of the total consultancy fee per application.
- b. Delay in execution/submission on account of oversight/slippage – 0.25% per week of the total consultancy fee.

The total damage on all the above accounts shall be maximum of 5% of the total fee payable under the Consultancy agreement. The decision of MDL in this regard shall be final and binding.

**15 एमडीएल की छुट्टियों पर काम करना / WORKING ON MDL HOLIDAYS:**

15.1. Request for permission for working on Saturday / Sunday / Holidays, if required, should be submitted 3 working days prior to the date of holiday, to Personnel Department and Security through Capital Works Department.



**16 सलाहकार की स्थिति / STATUS OF CONSULTANTS:**

- 16.1. The Consultant covenant that there shall not be any material change in their partnership deeds, share holding, partners or its directors as the case may be during the subsistence of the agreement or order for award of the work.

**17 गोपनीयता / CONFIDENTIALITY:**

- 17.1. Except with prior written consent of MDL, the consultant and their personnel shall not at any time communicate to any person or entity, any confidential information disclosed to them for the purpose of services or disclosed by them in the course of rendering the services, nor shall the consultant or their personnel make public any information as to the recommendations formulated in the course of the services.

**18 बोली लगाने वाले के कर्मियों का कर्तव्य / DUTY OF PERSONNEL OF BIDDER:**

- 18.1. MDL being a Defence Organisation, the Bidder undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

**19 अनुबंध समझौता / CONTRACT AGREEMENT:**

- 19.1. A formal agreement as per terms & conditions of tender, as per MDL format **Enclosure-3** of Vol I, on Non-Judicial Stamp Paper, shall be made between MDL and the successful tenderer.

**20 मध्यस्थता / ARBITRATION:**

- 20.1. Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India in English Language, under the Arbitration & Conciliation Act, 1996.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (IC)/ICA-DR, with the mutual consent of the parties.

- 20.2. In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises / Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO.

**21 सलाहकार की कार्यवाही / CONSULTANT'S ACTIONS:**

- 21.1. The consultants shall obtain the MDL's prior approval in writing before taking any of the following action:
- 21.1.1. Appointing sub- consultants or the personnel who are not listed in the Enclosure – 5 of tender volume-I.
  - 21.1.2. Entering into a subcontract for the performance of any part of the services, it being understood that consultant shall remain fully liable for the performance of services by the sub-consultant and its personnel pursuant to this contract.
  - 21.1.3. All plans, drawings, specification, designs, reports, correspondence and other document prepared by the consultant in performing services shall become and remain the property of the MDL and the consultant shall

not later than termination or expiration of this contract, deliver all such documents to MDL, together with a detailed inventory thereof. The consultants shall not use these document for purposes unrelated to this contract without the prior written approval of the MDL.

**22 अनुबंध ऑपरेशन / CONTRACT OPERATION:**

- 22.1. This contract shall in all respects be interpreted and operated as an Indian Contract and in conformity with Indian Law.

**23 अधिकार क्षेत्र / JURISDICTION:**

- 23.1. All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.

**24 बीमा / INSURANCE:**

- 24.1. The Consultant shall keep MDL indemnified against all liabilities of every kind in case of unforeseen eventualities related to personnel deployed in MDL premises for execution of the contract. The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any personnel in the employment of the consultant save and except an accident or injury resulting from any act or default of the employer, his agents or servants and the consultant shall indemnify and keep indemnified the employer against all such damages and compensation (save and except as aforesaid) and against all claims demands proceedings, costs charges and expenses whatsoever in respect thereof or in relation thereto.

Yours faithfully,  
For **MAZAGON DOCK SHIPBUILDERS LIMITED,**

AGM / HOD (TS -Commercial)  
(A. M. Abhyankar)  
Email - [mdlipcomm@mazdock.com](mailto:mdlipcomm@mazdock.com)

**Enclosure-1****PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT**

(On Non-Judicial stamp paper)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called " the Firm/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Firm/Supplier to accept a Bank Guarantee in lieu of Security Deposit payable under the said order for the fulfillment and performance of the said order, We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfillment or for any breach on the part of the Firm / Supplier of any of the terms and conditions of the said order.

2. We, ..... Bank further agree that the Purchaser shall be sole judge whether the said Firm/Supplier has failed to perform or fulfill the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as guarantors may be entitled to.
3. We, ..... Bank further agree that the amount demanded by the Purchaser as such shall be final and binding on the Bank as to the Bank 's liability to pay and the amount demanded and the Bank undertake to pay the Purchaser the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Firm/Supplier or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
4. We, ..... Bank further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Firm/ Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Firm/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Firm/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

5. We, ..... Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.
6. We, ..... Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Firm / Supplier or dissolution or winding up of the business of the Firm/ supplier.
7. Notwithstanding anything contained herein above:
  - i. Our liability under this guarantee shall not exceed Rs.....
  - ii. This Bank Guarantee shall be valid upto and including .....; and
  - iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(validity + ---weeks from the date of expiry of this guarantee).
8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Bank has executed this document on this..... day of .....

For ..... Bank  
(by its constituted attorney)

(Signature of a person authorised  
to sign on behalf of "the Bank")

**Enclosure-2****Format for Covering Note for Submission of Invoice**

The Additional General Manager,  
 Technical Services,  
 3rd Floor, Admin Bldg, Alcock Yard,  
 Mazagon Dock Shipbuilders Limited,  
 Dockyard Road,  
 Mumbai - 400010, INDIA

Sir,

**Sub: Appointment of Consultant for obtaining Environmental, CRZ and other Statutory Clearances for:**

- i) Conversion of existing Kasara Basin in to Dry Dock including new Workshop at MDL, Mumbai.**
- ii) Installation of Goliath Crane spanning across NY Slipway and NY Assembly Workshop at MDL, Mumbai.**

**Ref: MDL Purchase Order No. ....**

With reference to the above, we hereby submit our Invoice for the subject work with details

1. Our Invoice No..... dtd.....
2. Work Sheets duly certified by representative of Technical Services.
3. Period of work carried out and billed in this Invoice:..... to .....
4. Contractual Completion Date:
5. Security Deposit/ Guarantee
  - a. Ref No. & Date:
  - b. Value of the SD
  - c. Valid from..... to .....
  - d. Extended to (if applicable)
  - e. Issuing Bank: .....

Signature of Firm:

**Enclosure-3****CONTRACT AGREEMENT**

**This Agreement** made on the \_\_\_\_ day of \_\_\_\_\_ 2018 between Mazagon Dock Shipbuilders Limited a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai-400010 (hereinafter referred to as the “the Employer” which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) of the one Part,

and.....of.....  
 .....(hereinafter called “the Consultant”) of the other part

**Whereas** the Employer desires that the Works known as ..... should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

**The Employer and the Consultant** agree as follows

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement:

The letter of Acceptance dated .....

The Letter of Tender dated .....

The addenda nos .....

The Conditions of Contract

The Employers Requirements

The completed Schedules, and

The Consultant Proposal

In consideration of the payments to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Employer to design, execute and complete the Works and remedy any defects therein, in conformity with the provision of the Contract.

The Employer hereby covenants to pay the Consultant, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract price at the times and in the manner prescribed by the Contract.

**CONTRACT AGREEMENT cont'd**

**In Witness** whereof the parties hereto have caused this Agreement to be executed the day and year before written in accordance with their respective laws.

Signed by.....  
For and on behalf of the Employer  
(who is acting on behalf of M/s  
Mazagon Dock Shipbuilders Limited)

Signed by .....  
For and on behalf of the Consultant

in the presence of

in the presence of

Witness.....

Witness.....

Name.....

Name.....

Address.....

Address.....

.....

.....

Date.....

Date.....